

1994-1995

1995-1996

1996-1997

AGREEMENT

BETWEEN THE

Lindenwold Education Association

AND THE

Lindenwold Board of Education



# T A B L E   O F   C O N T E N T S

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P R E A M B L E

This agreement, entered into this 5th day of June, 1995, by and between the Board of Education of Lindenwold, the Borough of Lindenwold, New Jersey hereinafter called the "Board", and the Lindenwold Education Association, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lindenwold School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws, 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## Article I

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract, on leave and employed by the Board, including:

- |         |  |                              |
|---------|--|------------------------------|
| Group 1 | Classroom Teachers   | School Nurses                |
|         | Supplemental Instructors   | Librarians                   |
|         | Music Teachers   | Art Teachers                 |
|         | Physical Education Teachers  | Speech Teachers              |
|         | Title Teachers   | Guidance Teachers            |
|         | Child Study Team:  | Computer Coordinator(s)      |
|         | a. Psychologist  | Reading Specialists          |
|         | b. Learning Disabilities Specialist  | Special Services Coordinator |
|         | c. Social Worker   | Gifted Teacher               |
|         | Basic Skills Coordinator   |                              |
|         | English as a Second Language Teacher   |                              |
| Group 2 | Secretarial Staff  |                              |
| Group 3 | Custodial Staff  |                              |
| Group 4 | Teacher Aides:   |                              |
|         | Special Education, Librarian, Pre-School, Floating Secretary/Teacher Aide and any aide to be hired at a future date. |                              |

but excluding:

1. Administrative Personnel
  2. Cafeteria Aides
  3. Confidential Secretary
  4. Board Secretary
  5. Superintendent's Secretary
  6. Data Management Secretary
- B. In the event that full-time positions are created at some future date which include the same job description and/or duties as presently performed by Facilitators and/or Teachers of the Gifted and Talented, they shall automatically be included under the Recognition Clause.

- C. Title programs will supersede restrictions or restraints as dictated by this contract.
- D. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above and the reference to male teachers shall include female teachers.

## Article II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.
- B. The Board agrees that the procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any Federal and/or State laws, provided, however, that the relevant time table shall be shortened if necessary to comply with time requirements in making or processing applications under the relevant Federal or State laws.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force, to be in effect July 1 to June 30, shall continue to be so applicable during the term of this Agreement.
- D. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## Article III

### GRIEVANCE PROCEDURE

- A. A "Grievance" is a claim based upon an event or consideration which affects the welfare and/or terms and conditions of employment of an employee/employees or group of employee/employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.

- B. Any employee/employees or group of employee/employees of the staff shall have the right to appeal the application of policies and administrative decisions affecting him/them through administrative channels. With respect to his/their personal grievance, he/they shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in representing his/their appeal. He/they shall have the right to present his/their own appeal or designate representatives of his/their choosing to appeal with him/them or for him/them at any step in his/their appeal. A complaint of an employee/employees which arises by reason of his/their not being reemployed shall not be subject to the grievance procedure beyond the Board level. No grievance shall be brought to Level I (the informal level) if twenty (20) school days have lapsed since the event or consideration has occurred.
1. Any employee or group of employees who has a grievance or proposal shall discuss it first with his/their principal (or immediate supervisor, if applicable) in an attempt to resolve the matter informally at this level.
  2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee/employees within ten (10) school days, he/they shall set forth his/their complaint in writing to the principal. The principal shall communicate his decision to the employee/employees, in writing, within three (3) school days of receipt of the written complaint.
  3. The employee/employees may, within ten (10) school days, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee/employees or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons to the employee/employees and the principal.
  4. If the aggrieved employee/employees are not satisfied with the disposition of the grievance at the Superintendent's level, he/they may, within ten (10) school days after a decision by the Superintendent, file the grievance in writing to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee/employees and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

5. If the aggrieved employee/employees are not satisfied with the disposition of the grievance at the Board level, he/they may, within ten (10) school days after a decision by the Board or thirty-five (35) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association's Professional Rights and Responsibilities Committee submit the grievance to arbitration. If the P.R.&R. Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved employee/employees.
  6. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association's Professional Rights and Responsibilities Committee shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon the arbitrator, or to receive a commitment from one mutually chosen, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  7. The arbitrator so selected shall confer with the representative of the Board and the Association's P.R.&R. Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs of the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or decision which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
  8. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- C. If, in the judgment of the Association's P.R.&R. Committee, a grievance affects a group or class of employee/employees, the P.R. & R. Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at that level. The P.R.&R. Committee may process such a grievance through all levels of the grievance



procedure even though the aggrieved person does not wish to do so.

- D. 1. Any aggrieved employee/employees may be represented at all stages of the grievance procedure by himself/themselves or, at his/their option, by representative(s) selected or approved by the Association's P.R.&R. Committee. When an employee/employees are not represented by the Association's P.R.&R. Committee, the P.R.&R. Committee shall have the right to be present and to state its views at all stages of the grievance procedure.
  - 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
  - 3. It is understood that all employee/employees, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved, unless the employee/employees determines the directive or assignment will jeopardize the employees' safety.
- E. When the processing of a grievance goes beyond the school year or falls during the summer months, the parties involved may mutually agree to postpone the process during this time period. The grievance may be mutually postponed by the grievant, the P.R.&R. Committee of the L.E.A. and the Superintendent. If it is postponed, it will begin again at a mutually agreed upon time and level.

#### Article IV

##### TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. A grievance procedure set herein may be instituted.
- B. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## Article V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. All School Board records and books are open to all Lindenwold Residents of the Borough, only upon request.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievances, conferences, or meetings, he shall suffer no loss of pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.
- E. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room.
- F. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration, as long as it pertains to Association business.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- H. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, audiovisual equipment at reasonable times when such equipment is not otherwise in use. The cost of any expendable material shall be paid by the Association.
- I. Orientation programs for new teachers may be co-sponsored by the Board and the L.E.A. with the L.E.A. obligated to assume such costs as may be mutually agreed upon in planning such programs.
- J. Members of the Association will be permitted to leave school at 3:30 p.m. for the purpose of attending local Association

meetings, not to exceed eight (8) per year. They may be excused for two (2) additional meetings at the discretion of their supervisors. They may attend ratification meetings.

- K. The local Association President shall be granted three (3) days per year to conduct Association business. The Association will reimburse the Board for the cost of a substitute, if a substitute is utilized.

## Article VI

### WORK YEAR

- A. The Association President shall be consulted by the Superintendent before final approval.
- B. The teachers' work year shall not exceed 183 days, with no more than 187 for first year teachers in 1994-95; 184 days, with no more than 188 for first year teachers in 1995-96; and 185 days, with no more than 189 for first year teachers in 1996-97.

All eleven-month employees shall be required to work four (4) additional days between September 1 and June 30, not exceeding 187 days in 1994-95, 188 days in 1995-96 and 189 days in 1996-97.

All eleven-month employees who are compensated an additional 1.20 ratio shall be required to work the equivalent of twenty (20) additional days during the period of July and August. All employees who were hired after March 10, 1993 shall be compensated at a 1.0 ratio and shall be ten (10) month employees.

- C. Teachers' shall attend three (3) evening sessions per year:

- a. One (1) Open House
- b. One (1) Parent Conference
- c. Other: As mutually agreed upon

- D. 12:30 p.m. teacher dismissal for the following events:

- 1. Open House
- 2. At least the last two (2) days of school
- 3. Days preceding the following vacations:
  - a. Thanksgiving (1994-95 only) (In 1995-96 and 1996-97, full day for students and staff.)
  - b. Winter Vacation (Christmas)
  - c. Spring Vacation (Easter)

Past practice shall prevail regarding all student early dismissal days in terms of the work day for the various categories of employees.

- E. The first student day of school shall be a full day for teachers. One-half ( $\frac{1}{2}$ ) of the day shall be utilized by the teachers for preparation time and not in-service activities.
- F. One additional in-service day for teachers shall be provided in each year of this Agreement (i.e., add one (1) in-service day during 1994-95; 1995-96; and 1996-97). Each in-service day is to be scheduled at the discretion of the Board, but not during a holiday or vacation period.

## Article VII

### PERSONNEL INFORMATION

#### Personnel Hours/Load

- A. 1. All personnel are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Personnel shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- 2. The total in-school work day for certificated personnel shall consist of no more than seven (7) hours and five (5) minutes which shall include a duty free lunch period as guaranteed to certified personnel under section B.1. of this article.
- 3. The total in-school work day for maintenance personnel shall consist of no more than 8.5 hours per day which shall include a duty free 45 minute lunch period.
- 4. No certificated personnel shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except for duty persons twenty (20) minutes before and ~~bus~~ duty persons ~~twenty-five (25) minutes~~ after, system wide. Also, except as otherwise indicated in C.1., on Fridays and on days preceding holidays and vacations, the teachers' day shall end at the close of the pupils' day. Any other reasons shall require permission by the building supervisor.
- B. 1. All personnel shall have a forty-five (45) minute duty free lunch period on all full session days.
- 2. Certificated personnel may leave the building without requesting permission during their scheduled duty free lunch periods. Personnel should not overstay their time or a penalty may be imposed. One two-hundredths divided

by sixteen or 1/16th of their daily pay may be deducted from their daily pay.

- C.
  - 1. All certificated personnel may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings four (4 days) each month. Building meetings conducted on regular school days shall begin no later than fifteen (15) minutes after the end of the regularly scheduled student day; district meetings shall begin no later than thirty (30) minutes after the end of the regularly scheduled student day; every effort will be made to limit the duration of said meetings to one (1) hour.
  - 2. An Association representative may speak to the certificated personnel at any meeting referred to in paragraph C.1. above for at least ten (10) minutes on the request of the representative.
  - 3. The notice and the tentative agenda for any meetings shall be given to certificated personnel at least three (3) days prior to the meeting, except in an emergency. Certificated personnel shall have the opportunity to recommend items for the agenda.
- D.
  - 1. Certified Instructional Staff shall be accorded, on a monthly basis, an average of 24 minutes preparation time per day. In the event that a special subject teacher who covers the class of a classroom teacher during his preparation period is scheduled to be absent, the Board will endeavor to procure a competent replacement for such special teacher to provide the special educational experience offered by the absent teacher and the preparation time afforded to the classroom teacher when his class is covered by the special subject teacher. It is understood that emergency situations, beyond the power of the Board to correct may arise, which impinge upon the ordinary allotment of preparation time.
  - 2. Preparation is to be considered time used in preparation for students and/or classroom, and it is understood that this time may be utilized for meetings or conferences with mutual consent.
  - 3. Every effort will be made to schedule each teacher's preparation time to one per day and the Board will make a reasonable effort not to schedule two (2) consecutive days without preparation time.

## Article VIII

### CLASS SIZE

The maximum number of pupils per teacher shall be as follows:

Kindergarten	25 (State Law)
First through third grade	28
Fourth through sixth grade	30

This is not binding, just recommended. Teacher aides may be provided if the class size exceeds the recommended limits. This shall not be subject to any grievance.

## Article IX

### NON-TEACHING DUTIES

A. The Board retains the right of its administrators, principals and Superintendent, to assign such duties and responsibilities to the teachers as the administrators determine to be necessary for the efficient operation of the schools in order to accomplish the goal of the best education possible. These duties, if assigned, shall fall within the agreed to teacher day. All changes will be announced as soon as appropriately and efficiently as possible.

B. Money shall be collected by teachers for:

Lunchroom  
Pictures  
Student Insurance

and any other money would be at the discretion of the Superintendent with the Board's approval.

The money is to be collected and sent to the office. No bookkeeping is to be involved. Monies collected are to be turned into the office as early as possible on a daily basis. The teacher is responsible for all monies until turned over to the proper authority. The established money collecting procedures will be continued.

C. Teachers shall not be required to drive students to activities which take place away from the school building.

D. Central registers shall be kept for all grades.

## Article X

### TEACHER EMPLOYMENT

- A. Personnel employed will be personnel who are certified. This means all new personnel employed before September 1st must have a degree or previous permanent certification.
- B. Each new certificated staff shall be placed on his/her proper experience step of the salary guide scheduled as mutually determined by the Superintendent of Schools and the candidate; and, in no case, shall the certificated staff be credited with more experience than actually documented.
- C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15th and must be returned by May 1st.
- D. P.L. C436 (5470) requires Boards of Education to either issue a written notice of non-renewal to non-tenured teachers continuously employed since the preceding September 30th; or, to offer a contract on or before April 30th. Failure to notify results in automatic re-employment. Also, this requires teachers to reply on or before June 1st, or forfeit their position.
- E. The Board of Education agrees there shall be no unnecessary reduction in the number of teachers from the previous year.

## Article XI

### SALARIES

- A. The twelve month 10% pay option will be extended to all employees. Five (5) days prior to the first pay period is the last date of notification and must be done in writing to the Board Secretary. 10% of the total monthly pay will be deducted and placed into an employee interest bearing account. Any withdrawals of said monies is contracted by the employee through a mutually agreed to financial institution.
- B. Teachers shall be paid on the 15th and 30th. When a pay day falls on or during a school holiday, vacation or weekend, the teachers shall receive their pay checks on the last previous working day.
- C. Teachers shall receive their final checks and pay schedule for the following year on the last working day in June.
- D. Schedule A, attached, represents the salaries of the Teaching Staff.

- E. Schedule B, attached, represents the salaries of the Secretarial Staff.
- F. Schedule C, attached, represents the salaries of the Custodial Staff.
- G. Schedule D, attached, represents the salaries of the Aides.
- H. Schedule E, attached represents the salary for Home Instruction.
- I. Schedule F, attached, represents the Remuneration for Extra Curricular Activities.



# SCHEDULE A

## TEACHER'S SALARY GUIDE 1994-95

Exp.	Step	BA/BS and PC	BA+15	BA/BS PC+30	MA/ BS+45	MA+15	MA+30	MA+45 Doctorate
1	1	26,500	27,500	28,600	29,800	31,100	32,500	34,000
2	2	27,009	28,009	29,109	30,309	31,609	33,009	34,509
3	3	27,674	28,674	29,774	30,974	32,274	33,674	35,174
4	4	27,722	28,722	29,822	31,022	32,322	33,722	35,222
5	5	28,849	29,849	30,949	32,149	33,449	34,849	36,349
6	6	30,103	31,103	32,203	33,403	34,703	36,103	37,603
7	7	30,779	31,779	32,879	34,079	35,379	36,779	38,279
8	8	31,415	32,415	33,515	34,715	36,015	37,415	38,915
9	9	31,975	32,975	34,075	35,275	36,575	37,975	39,475
10-12	10	33,376	34,376	35,476	36,676	37,976	39,376	40,876
13-15	11	34,582	35,582	36,682	37,882	39,182	40,582	42,082
16	12	35,253	36,253	37,353	38,553	39,853	41,253	42,753
17	13	36,172	37,172	38,272	39,472	40,772	42,172	43,672
18	14	37,110	38,110	39,210	40,410	41,710	43,110	44,610
19	15	38,273	39,273	40,373	41,573	42,873	44,273	45,773
20	16	39,483	40,483	41,583	42,783	44,083	45,483	46,983
21+	17	44,789	45,789	46,889	48,089	49,389	50,789	52,289

### Longevity

21 years to 22 years	1500
23 years to retirement	2570
(Based on experience)	

A letter of intent is to be submitted to the Superintendent on or before December 1st, in the year preceding the status change. Credits must be presented to the Superintendent no later than September 1st, in the year of requested status change.

An additional ratio of 1.20 times the appropriate experience level on the above teachers salary guide for an 11-month employee. (Child Study Team Members and Computer Coordinator) All employees hired after the date of this Agreement shall be 10-month employees compensated on a 1.0 ratio.

The stipend for Basic Skills Coordinator shall be \$2,202.00 for 1994-95.

# SCHEDULE A

## TEACHER'S SALARY GUIDE 1995-1996

Exp.	Step	BA/BS and PC	BA+15	BA/BS PC+30	MA/ BS+45	MA+15	MA+30	MA+45 Doctorate
1	1	27,000	28,000	29,100	30,300	31,600	33,000	34,500
2	2	28,050	29,050	30,150	31,350	32,650	34,050	35,550
3	3	28,627	29,627	30,727	31,927	33,227	34,627	36,127
4	4	29,327	30,327	31,427	32,627	33,927	35,327	36,827
5	5	29,367	30,367	31,467	32,667	33,967	35,367	36,867
6	6	30,554	31,554	32,654	33,854	35,154	36,554	38,054
7	7	31,873	32,873	33,973	35,173	36,473	37,873	39,373
8	8	32,585	33,585	34,685	35,885	37,185	38,585	40,085
9	9	33,254	34,254	35,354	36,554	37,854	39,254	40,754
10	10	33,844	34,844	35,944	37,144	38,444	39,844	41,344
11-13	11	35,318	36,318	37,418	38,618	39,918	41,318	42,818
14-16	12	36,588	37,588	38,688	39,888	41,188	42,588	44,088
17	13	37,414	38,414	39,514	40,714	42,014	43,414	44,914
18	14	38,381	39,381	40,481	41,681	42,981	44,381	45,881
19	15	39,368	40,368	41,468	42,668	43,968	45,368	46,868
20	16	40,593	41,593	42,693	43,893	45,193	46,593	48,093
21+	17	46,366	47,366	48,466	49,666	50,966	52,366	53,866

### Longevity

21 years to 22 years	1500
23 years to retirement	2570
(Based on experience)	

A letter of intent is to be submitted to the Superintendent on or before December 1st, in the year preceding the status change. Credits must be presented to the Superintendent no later than September 1st, in the year of requested status change.

An additional ratio of 1.20 times the appropriate experience level on the above teachers salary guide for an 11-month employee. (Child Study Team Members and Computer Coordinator) All employees hired after the date of this Agreement shall be 10-month employees compensated on a 1.0 ratio.

The stipend for Basic Skills Coordinator shall be \$2,202.00 for 1994-95.

# SCHEDULE A

## TEACHER'S SALARY GUIDE 1996-1997

Exp.	Step	BA/BS and PC	BA+15	BA/BS PC+30	MA/ BS+45	MA+15	MA+30	MA+45 Doctorate
1	1	28,950	29,950	31,050	32,250	33,550	34,950	36,450
2	2	29,200	30,200	31,300	32,500	33,800	35,200	36,700
3	3	29,450	30,450	31,550	32,750	34,050	35,450	36,950
4	4	30,187	31,187	32,287	33,487	34,787	36,187	37,687
5	5	30,814	31,814	32,914	34,114	35,414	36,814	38,314
6	6	30,856	31,856	32,956	34,156	35,456	36,856	38,356
7	7	32,099	33,099	34,199	35,399	36,699	38,099	39,599
8	8	33,481	34,481	35,581	36,781	38,081	39,481	40,981
9	9	34,227	35,227	36,327	37,527	38,827	40,227	41,727
10	10	34,928	35,928	37,028	38,228	39,528	40,928	42,428
11	11	35,502	36,502	37,602	38,802	40,102	41,502	43,002
12-14	12	37,046	38,046	39,146	40,346	41,646	43,046	44,546
15-17	13	38,375	39,375	40,475	41,675	42,975	44,375	45,875
18	14	39,241	40,241	41,341	42,541	43,841	45,241	46,741
19	15	40,254	41,254	42,354	43,554	44,854	46,254	47,754
20	16	41,288	42,288	43,388	44,588	45,888	47,288	48,788
21+	17	47,671	48,671	49,771	50,971	52,271	53,671	55,171

### Longevity

21 years to 22 years	1500
23 years to retirement	2570
(Based on experience)	

A letter of intent is to be submitted to the Superintendent on or before December 1st, in the year preceding the status change. Credits must be presented to the Superintendent no later than September 1st, in the year of requested status change.

An additional ratio of 1.20 times the appropriate experience level on the above teachers salary guide for an 11-month employee. (Child Study Team Members and Computer Coordinator) All employees hired after the date of this Agreement shall be 10-month employees compensated on a 1.0 ratio.

The stipend for Basic Skills Coordinator shall be \$2,202.00 for 1995-1996

# SCHEDULE B

## GROUP 2 SECRETARIAL

### 12 Month Positions

Step	1994-1995	1995-1996	1996-1997
1	18,500	19,000	19,500
2	18,600	19,400	19,750
3	18,660	19,500	20,000
4	19,750	20,125	21,000
5	21,000	21,500	21,850
6	22,010	22,500	22,750
7	23,110	23,800	24,000
8	24,390	24,900	25,000
9	25,240	26,000	26,750
10	25,670	27,000	27,750
11	26,420	27,250	28,250
12	27,260	28,000	28,800
13	28,000	29,000	29,250
14	28,600	29,700	30,250
15	29,290	30,400	31,250
16	30,000	31,000	32,250
17	30,705	31,765	32,750
18	32,090	32,450	33,750
19	33,250	33,890	34,250
20	34,900	35,330	36,000
21	36,300	36,770	37,000
22	37,686	38,200	38,800
Longevity			
17-19 years	411	411	460
20-24 years	470	470	510
25 plus	583	588	600

### Experience in the district

The secretaries will receive 13 sick days per year.

### Vacation

One (1) to five (5) years of employment in the District - Two (2) weeks vacation.  
More than five (5) years of employment in the District - Three (3) weeks vacation.

# SCHEDULE C

## GROUP 3 - CUSTODIAL STAFF

Step	1994-1995	1995-1996	1996-1997
1	18,500	18,750	19,000
2	19,000	19,250	19,500
3	19,600	20,200	20,000
4	20,500	20,800	21,125
5	21,500	21,750	21,720
6	22,470	22,690	22,670
7	23,388	23,665	23,620
8	24,300	24,588	24,590
9	25,213	25,500	26,000
10	26,125	26,413	27,400
11	27,038	27,315	28,800
12	27,945	28,228	30,200
13	30,944	29,140	31,590
14	31,028	32,221	32,990
Longevity			
17-19 years	359		
20-24 years	407		
25 plus	502		

### Vacations 12 month positions

One (1) year of employment in the district - One (1) week vacation.  
 Two (2) to Five (5) years of employment in the district - Two (2) weeks vacation.  
 More than Five (5) years of employment in the district - Twelve (12) days vacation.  
 More than Six (6) years of employment in the district - Fourteen (14) days vacation.  
 More than Seven (7) years of employment in the district - Fifteen (15) days vacation.

All custodians holding a Fireman's Black Seal License will receive an extra \$50.00 for holding the license each year.

The Maintenance/Janitorial Staff will receive 13 sick days per year.

The Board will render to the Custodial Staff, contracts and a calendar indicating working days off. Days off will be as follows:

New Year's Day	Labor Day
Memorial Day	Veterans Day
Fourth of July	Thanksgiving Day
Martin Luther King Day	Christmas Day
President's Day	

All other days off will be at the discretion of the Superintendent.

## SCHEDULE D

### AIDES

Step	1994-1995	1995-1996	1996-1997
1	6.20	6.25	6.25
2	6.29	6.29	6.29
3	6.53	6.53	6.53
4	6.99	6.99	7.03
5	7.12	7.12	7.12
6	7.37	7.37	7.37
7	7.54	7.54	7.54
8	7.92	7.92	7.92
9	8.39	8.39	8.39
10	8.91	8.91	8.91
11	9.28	9.28	9.28
12	9.75	9.75	9.75
13	10.05	10.05	10.05
14	10.34	10.34	10.34
15	10.62	10.62	10.62
16	11.14	11.14	11.14
17	11.69	11.69	11.69
18	12.23	12.23	12.23
19	12.79	12.79	12.79
20	13.38	13.38	13.38
21	13.95	14.05	14.15
Longevity			
17-19 years	359		
20-24 years	407		
25 plus	502		

## SCHEDULE E

### HOME INSTRUCTION

The Board of Education will attempt to hire qualified teachers from the Lindenwold Elementary School system at the following hourly rates:

1994-1995	\$22.47
1995-1996	\$22.47
1996-1997	\$22.47

The above rate shall be used for compensation of certified staff for other hourly assignments.

## SCHEDULE F

### REMUNERATION FOR EXTRA-CURRICULAR ACTIVITIES

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
A.V. Coordinator(s)	\$561.80	\$561.80	\$561.80
Music Instructor(s)	561.80	561.80	561.80
Safety Patrol Coordinator(s)	561.80	561.80	561.80
Student Newspaper Coordinator(s)	561.80	561.80	561.80
Student Government Coordinator(s)	561.80	561.80	561.80
Child Study Team Coordinator(s)	561.80	561.80	561.80
Public Relations Coordinator(s)	561.80	561.80	561.80

## Article XII

### TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their tentative salary schedule, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than May 15th. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed, the teacher affected shall be notified promptly in writing. The Superintendent shall have the right, with approval of the Board, to reassign teachers to positions, schools and/or grade levels best suited to the educational needs of our system.
- B. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as is practicable, and except in cases of emergency, not later than June 1st.

## Article XIII

### VOLUNTARY TRANSFER

- A. All vacancies will be posted in all school buildings year round as they arise. During July and August, the Superintendent shall mail copies of all postings and vacancies to the L.E.A. President or designee.
- B. Staff who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement to that extent to the Superintendent. This letter will stay on file for one year and will be reviewed by the Superintendent if a vacancy of that nature arises.

- C. As soon as possible, and no later than May 15th, the Superintendent shall deliver to the Association President, a system wide schedule showing the names of all staff who have been reassigned or transferred and the nature of such reassignments or transfers.

#### Article XIV

##### TEACHER EVALUATION

- A. Evaluation shall be conducted exclusively by professionals whose respective certificates authorize supervision of instruction.
- B. All monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member. Electronic devices may be used with preliminary preparation. Any tape or film record so resulting may not be used for any purpose other than fostering the individual professional growth of the teaching staff member without his/her express consent, and it must be destroyed upon his/her request.
- C. Before any evaluation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report shall be discussed at a post-evaluation conference of the teaching staff member and the evaluator which must be held within five (5) school days after the observation and at a mutually agreed time. The teaching staff member shall have the right to submit a written response to any material within the report, or any additional material, within fifteen (15) days of the post-evaluative conference. This response will be reviewed with the evaluator and must be attached to copies of the report in all file locations.
- D. Every evaluation shall be signed by both the evaluator and the teaching staff member evaluated. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation. The contents of the evaluation records shall be confidential and subject to all prescriptions and all proscriptions and relevant law and regulations.
- E. Evaluative reports will be presented to the teaching staff member in accordance with the following procedures:
1. Such reports will be issued in the name of the building principal or the immediate administrative supervisor.
  2. Such reports will be addressed to the teaching staff member with copies being forwarded to the Superintendent of Schools and kept by the building principal or supervisor.



3. Such reports will include:
    - a. Assessment of professional performance during the period since the previous report and the basis for these judgments.
    - b. Specific suggestions as to measures which the teaching staff member might take to improve his/her performance in each of the areas wherein the need or opportunity for professional improvement has been indicated.
  4. Written evaluation report(s) are to be provided to tenured teaching staff members at least once each year, no later than April 1.
  5. Written evaluation reports are to be provided for non-tenured teaching staff members no less than three (3) times per year, but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.
- F. The annual summary conference between supervisors and teaching staff members shall be held before the written performance report is filed. The conference shall include but not be limited to:
1. Review of the performance of the teaching staff member, based upon the job description.
  2. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
  3. Review of available indicators of pupil progress toward the program objectives.
  4. Review of the annual written performance report and the signing of said report within five (5) working days of the review.
- G. The annual written performance report shall be prepared by the certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:
1. Performance areas of strength.
  2. Performance areas needing improvement based upon the job description.

3. An individual professional improvement plan developed by the supervisor and the teaching staff member.
  4. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff members.
  5. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into the record by the evaluatee within ten (10) working days after the signing of the report.
- H. Annual summary evaluation reports are to be provided for teaching staff members no earlier than April 1 and no later than ten (10) working days prior to the last teacher day in June.
- I. Any complaints regarding a teacher made to any member of the administration by a parent, student, or any other person which in any manner is an evaluation of a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.
- J. All files are kept at the discretion of the Superintendent for reference only. Any teacher can ask to see his or her file at any mutually agreed time.

#### FAIR DISMISSAL PROCEDURE

Dismissal of any type is in accordance with State Laws and the Tenure Hearing Act as covered under N.J.S.A. Title 18A.

No tenured employee shall be disciplined, reprimanded or reduced in rank or compensation or deprived of any professional advantage without just cause.

A verbal reprimand of any employee, either by an administrator, supervisor or board member, shall not be delivered publicly or in the presence of other personnel, students or parents, whenever possible.

#### Article XV

#### TEACHER - ADMINISTRATION LIAISON

- A. The Board extends the invitation to the teachers to come to all Board meetings.
- B. During the faculty meetings the staff may question the

Superintendent or Principal about any problems they may have.

- C. A liaison shall be established. It shall consist of the principal of the building, the Superintendent, two Association representatives, and two Board members. -It shall meet at the request of the administration or the Association at a time and place which is mutually agreeable.

#### Article XVI

##### POSTINGS AND SUMMER SCHOOL

- A. All openings in the school system will be posted by the Superintendent. The qualifications for the position, its duties and the rate of compensation shall be clearly set forth.
- B. In the event a summer school teacher is unable to attend due to personal illness, and if in fact another teacher in the summer school program can and will cover those students left unattended for the day in addition to his or hers, the aforementioned teacher shall suffer no loss of pay. This provision shall be limited to one day per summer session. One thirty-second (1/32) of the teacher's summer school salary shall be deducted for each day of absence for which the Board must bear the expense of a substitute.

#### Article XVII

##### TEACHER FACILITIES

- A. Each school shall have the following facilities:
  - 1. Space in each classroom in which teachers may store instructional supplies and materials.
  - 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
  - 3. An appropriately furnished room which shall be reserved exclusively for the use of the teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
  - 4. A serviceable desk and chair for the exclusive use of each teacher.
  - 5. Well lighted and clean rest rooms, separate for each sex and separate from the student rest rooms, where at all possible.

6. Chalkboard space in every classroom.
  7. A dictionary in every classroom.
  8. Every effort will be made to have supplies available in each building for traveling specialists.
  9. Telephones may be installed in all schools. The Board absolves itself of any and all responsibilities for installation, upkeep and cost. Phones shall not be used during the teachers' scheduled classes.
  10. Copies of teachers' editions for each teacher's use, of all texts used in the courses he/she is to teach.
- B. Upon request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The profits from all such machines shall be placed in the Teachers' Association Fund, to be used at their discretion.

#### Article XVIII

##### INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be established and shall meet (3) times each year and at any other mutually agreed to time. The purpose of the Council shall be to strengthen communications between the administration and teachers concerning the educational program.

B. Membership

The Council shall consist of sixteen (16) members, no more and no less than eight (8) representing teachers and no more and no less than eight (8) representing the Board of Education and Administration. The membership of the Council shall include the Superintendent of Schools and the Association President within these numbers.

C. Rules and Procedures

The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.

## Article XIX

### SICK LEAVE POLICY

#### A. Absence of Employees

1. General: An employee who is going to be absent will call the designated person before 7:00 a.m. (or the preceding evening if possible). If absence extends beyond one day, the school should be called during the day so that any substitutes may be notified to continue.

All teachers are expected to have an outline of work as an aid to the substitute.

Each employee, upon return to school following an absence shall report on a form supplied by the Superintendent, the dates of and reasons for absence.

Employees will be notified of any deductions made in keeping with the Board's policy (see below).

#### B. Sick Leave Policy

##### 1. Definition of terms

- a. Sick Leave is defined to mean the absence from his/her post of duty, of any such person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authority on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.
- b. By the "immediate family" is meant spouse, child, parents, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and grand-parents, regardless of place of residence.

##### 2. Legal Provisions

The law permits the following with respect to the absence of teachers:

- a. Eleven days sick leave are guaranteed, with full pay, during each school year.
- b. The Board of Education must allow accumulation of sick leave from unused days up to eleven (11) days per year, for later use with full pay.

- c. Nothing in this act shall affect the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave.

C. Limitations on Sick Leave

1. The existence of a legal provision which guarantees eleven (11) sick leave days during a school year does not mean that a teacher may be absent with pay for other reasons than personal illness or quarantine.
2. The provisions of this policy permit absence for other reasons with limitations specified in Section D.

D. Other Allowable Absences

Absence for reasons given below, not allowable as sick leave will be granted as follows:

1. Up to five (5) days for death in the "immediate family" as described in B.1.b. above, without deduction of pay.
2. One (1) personal day per school year with full pay, without reason, providing this day does not extend a holiday period.
3. Up to four (4) additional personal days per school year, with full pay. This personal leave shall be limited to urgent legal, family, household or personal business where the absence during the school hours cannot be avoided. Personal leave shall not be used for recreation, entertainment, vacation, or to accompany a spouse on a trip.
4. Such personal leave may not be used to extend major holidays (such as Christmas recess, Easter recess, NJEA conference, Thanksgiving, or Monday holidays) except for religious reasons. Furthermore, personal leave may not be used during the first or last week of school except for absences during school hours which cannot be avoided as defined in Item 3 above.
5. 11-month employees are eligible for 5.5 personal days.  
12-month employees are eligible for 6 personal days.
6. One (1) personal day per year with full pay for jury duty. Additional attendance will not cause the person to suffer any loss of pay or time.
7. Full deduction (one two-hundredth of the annual contract salary for ten month employees; one two hundred-fortieth

for twelve month employees) if absence is in excess of five (5) days for reasons given in items 1, 2 & 3 above.

8. At the end of each school year, unused personal days as defined in D.2 and D.3 shall be transferred to accumulated sick leave, except that a total of no more than 15 days shall accumulate pursuant to N.J.S.A. 18A:30-7.

E. Absence for Professional and Legal Reasons

No deduction in salary will be made if a teacher is absent for professional reasons such as attending a convention, conference or meeting, visiting schools or on school business relating to the teacher's work, provided that approval has been given in advance by the Superintendent and the Board of Education.

F. Schedule of Pay Deduction

1. Where an employee has used, during any year, the sick leave allowed by this policy and all accumulated sick leave allowed under this policy, full deduction (one two-hundredth or one two-hundred-fortieth of the annual salary) will be made for each day's absence, unless leave is extended by vote of the Board of Education.
2. When an employee is absent for any reason not recorded in this policy and not excused or excusable under the provisions of this policy, full deduction (one two-hundredth or one two-hundred-fortieth of the annual salary) will be made for each day's absence, unless waived by vote of the Board of Education.

Examples of such absences are extension of vacation or pleasure.

G. Physician's Certificate

In case of extended illness or illness requiring the services of a physician, it is recommended that a physician's certificate be attached to the absence report.

Required doctor's certificate if absent over four (4) days or more, provided students are required to do the same.

H. Report of Reason for Absence

Each employee, upon return to school following absence, shall report on a form supplied by the Superintendent, the dates and reason for absence.

## I. Accumulation of Sick Leave Days

A full time employee may accumulate for future use, at full pay, a maximum of eleven (11) days per year, less the number of days used. Each day's absence reduces the possible accumulation. There is no limit to the number of days which may be accumulated. Part time employees will be allowed sick leave in proportion to the time employed.

## J. Sick Leave Pay at Retirement

1. Full time employees who have worked for the Lindenwold Board of Education for no less than twenty (20) years shall notify in writing the Board Secretary by December 1st in the year preceding their planned retirement, except in medical emergencies, for unused sick days, which shall be calculated in the following manner:

1994-95 \$35.00 per day for 60% of accrued sick days  
1995-96 \$35.00 per day for 60% of accrued sick days  
1996-97 \$35.00 per day for 60% of accrued sick days

2. Medical Benefits for Early Retirement

Full time employees planning to retire who have worked for the Lindenwold Board of Education for no less than ten (10) consecutive years and who will be fifty-five (55) to sixty-one (61) years of age in the school year of their planned retirement will be eligible to receive compensation for medical benefits as described below:

- a. Eligible employees must notify the Board Secretary, in writing, by December 1st in the year preceding their planned early retirement. Exception: In case of emergency the Board of Education may grant emergency requests on an individual basis.

- b. Entitlement

Eligible employees with ten (10) to nineteen (19) years of consecutive service for the Lindenwold Board of Education shall be eligible for a maximum of \$1,000.00 per year, paid monthly, directly to the insurance carrier(s) of their choice, until their 62nd birthday.

Eligible employees with twenty (20) or more years of consecutive service for the Lindenwold Board of Education, shall be eligible for a maximum of two thousand (\$2,000.00) per year, paid monthly directly to the insurance carrier(s) of their choice until their 62nd birthday.



K. Reports to the Board

It shall be the duty of the Board Secretary to inform the Board and the Superintendent of Schools whenever an employee has used up all sick leave allowable under this policy. The Board Secretary shall keep a record of all deductions authorized, all exceptions made, all absences with reasons for same and report to the Board on same once a year or as often as required by the Board. Employees may be notified when sick leave is used completely. Employees will be informed at contract time of sick leave available.

L. Maternity Cases

Any employee who becomes pregnant must apply in writing to the Superintendent for a leave of absence at the end of the first trimester or before the end of the fourth month of pregnancy.

The Board of Education shall grant such leave of absence, without pay, not to exceed more than two (2) years from the effective date of leaving.

M. Reinstatement

1. Leave reinstatement dates shall be July 1st or September 1st if said leave request extends beyond the school year in which the leave request is made. The exception shall be for disability.

If request is made for early reinstatement, preference will be given to personnel on leave if an opening becomes available.

2. No experience credit shall be earned while on a child care leave of absence.
3. Short Term Leave (one year or less)

The reinstatement date of an employee to whom a short term leave of absence has been granted shall be mutually determined at the time of the requested leave. Any employee granted a short term leave shall, at his/her request, be restored to the exact same position providing extenuating circumstances do not exist. If an exact same assignment is not possible during the year of reinstatement, the said employee will be guaranteed an option for his/her exact same position the following year.

4. Long Term Leave (more than one but not more than two (2) years)

In the event that the leave request is for more than one

(1) year, the employee must notify the Superintendent of his or her intent in writing, prior to March 1st of the year in which the reinstatement is requested.

Should such notification not be filed prior to the established date, the contract of the employee shall be terminated with written notice and by action of the Board of Education.

The Board of Education will assume no responsibility for reassignment of such employee to the same school, classroom, grade or subject. However, the Superintendent will try, to the best of his or her ability, to reassign an employee to the requested classroom and grade considering all factors as not to jeopardize the welfare of the students.

Any teacher adopting an infant child may receive similar leave which shall commence upon his or her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied an opportunity to substitute in the Lindenwold School District in the area of her certification or competence.

## Article XX

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, the National Teacher Corps or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. The said leave will also be granted to any teacher who wishes to accompany spouse.
- D. Other leaves of absence without pay may be granted by the Board of Education for good reason.
- E. 1. Upon return from leave granted for any reason, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary

schedule at the level he would have achieved, not to exceed one vertical step, if he had not been absent, provided, however, that time spent on such leave shall not count toward the fulfillment of the time requirements for acquiring tenure. This does not preclude someone from moving horizontally.

2. Upon return from an approved leave of absence, previously accumulated sick leave days shall be restored.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.

## Article XXI

### PROTECTION OF TEACHER AND PROPERTY

- A. The Board of Education will make every effort to provide safe working conditions.
- B. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person within control of a pupil, as specified in N.J.S.A. 18A:6-1.
- C. Under N.J.S.A. 18A, teacher protection, the Board of Education will exercise all legal aspects for protection.
- D.
  1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or immediate superior.
  2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent in relation to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

## Article XXII

### INSURANCE PROTECTION

The Board of Education shall pay up to full family coverage for all employees who are employed prior to March 10, 1993 for Blue Cross/Blue Shield, Rider J, Major Medical, Dental and Prescription for full-time employees. The Board of Education shall only pay up to single coverage for all personnel hired after March 10, 1993 for Blue Cross/Blue Shield, Rider J, Major Medical. If a newly hired employee opts for coverage greater than single coverage, the Board

of Education shall pay one-half ( $\frac{1}{2}$ ) of any additional cost for Blue Cross/Blue Shield, Rider J., Major Medical above the single person cost. The Board of Education shall pay for full family coverage for personnel hired after March 10, 1993 for Dental and Prescription per full-time employees.

The Association and Board of Education agree that the following incentive shall become available upon the necessary change in law which will not penalize non-participants.

An insurance incentive shall be provided on an annual basis for all existing L.E.A. members for reduction or change in coverage assuming the member is otherwise eligible for such coverage. The incentive shall be as follows:

- A. To convert from family coverage to single coverage - an annual payment of \$2,000.00 to the L.E.A. member payable on a monthly basis over a 10-month period;
- B. To convert from parent/child to single coverage - an annual payment of \$1,000.00 to the L.E.A. member payable on a monthly basis over a 10-month period;
- C. To convert from family to parent/child coverage - an annual payment of \$1,000.00 to the L.E.A. member payable on a monthly basis over a 10-month period;

Elections of coverage shall be made by each employee on an annual basis which conforms to the Board's open enrollment period.

Changes in coverage during a school year can be made for the following reasons:

- a. Change in marital status;
- b. Birth of child;
- c. Change in spouse's insurance status;
- d. Other good cause which must be presented to the Board of Education for approval.

If a return to increased coverage is requested during a school year by an L.E.A. member who is collecting an incentive payment in accordance with the provisions of this Article, the balance of the incentive payment will be forfeited.

The Board agrees to administer and complete all necessary reporting forms in order to satisfy the requirements of an I.R.S. Section 125 Plan.

Coverage is available to all 20 or more hour per week employees

contingent upon carrier requirements.

Tax sheltered annuity programs are available for any employee choosing enrollment through payroll deductions.

All benefits will be assumed by the Board of Education for not more than sixty (60) days when an employee is on an approved leave of absence.

#### Article XXIII

##### BOOKS & OTHER INSTRUCTIONAL MATERIALS & SUPPLIES

- A. The Board of Education shall allocate funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B. A revised book and supply list shall be returned to the teachers after the supply list has been approved.
- C. Teachers shall be permitted to substitute comparable priced items for all no-bid supplies with the Superintendent's approval, not received prior to October 15th.

#### Article XXIV

##### PROFESSIONAL DEVELOPMENT & EDUCATION IMPROVEMENT

The Board will agree:

- A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take, provided Board approval is obtained.
- B. The Board will allocate \$505.00 in 1994-95, \$505.00 in 1995-96 and \$505.00 in 1996-97 for Inservice and Workshop Programs for the L.E.A.
- C. Courses required to be taken to acquire permanent certification shall not be paid for by the Board.
- D. The teachers will receive notification of all workshops.
- E. The Board of Education will pay the maximum \$730.00 in 1994-95, \$730.00 in 1995-96 and \$730.00 in 1996-97 toward educational courses for all tenured teachers.

- F. The Board of Education shall pay \$39.00 in 1994-95, \$39.00 in 1995-96 and \$39.00 in 1996-97 per teacher for educational materials purchased at the N.J.E.A. convention, upon proof of convention attendance and submission of receipts for materials purchased.

#### Article XXV

##### MILEAGE REIMBURSEMENT

Any employee who is required to use his automobile by the Board of Education in the course of the school district's business shall be compensated at the rate determined by the IRS, to be determined by July 1st preceding the school year. The Superintendent shall promulgate rules and forms suitable to accomplish this end.

#### Article XXVI

##### MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE

- A. Every teaching staff member has the responsibility to enforce Board of Education rules and procedures fairly, equally, courteously and consistently.

The teacher must place equal value on the education of every child. Thus, the teacher has the responsibility to give equal respect to the dignity and potential of every student: to understand every pupil; to provide special attention to the academic strengths and weaknesses of each; and to help each child gain skill, self-esteem, maturity, self-discipline and independence.

Group education requires cooperation from the learners. Experienced teachers can provide guidance and depth of content to stimulate student learning. But, teachers cannot be expected to provide quality instruction as long as there is one student present who cannot be handled. One student has the power to shatter the climate of learning for his fellow students. Every school should develop special procedures to give children who persistently disrupt classroom procedure the special help they require.

- B. When, in the judgment of a teacher, a student requires the attention of a principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate supervisor. The principal shall arrange, as soon as possible, for a conference among himself, the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the

detriment of other students, the teacher may exclude the pupil from the classroom and refer him to the principal. In such cases the principal shall arrange, as soon as possible, a conference between himself and the teacher to discuss the problem and to decide upon appropriate steps for its resolution.

#### Article XXVII

##### SUBSTITUTES

##### Substitute Procedures:

No classroom teacher or specialist shall be required to substitute for a classroom teacher, except in unpredictable emergencies as determined by the administrator. A substitute will be provided in these emergencies as soon as possible.

#### Article XXVIII

##### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board and Association, each paying half, after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
  - 1. If by Association, to the Board at 1017 E. Linden Avenue.
  - 2. If by Board, to Association at 1017 E. Linden Avenue.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the

provision(s) of this Agreement, either party shall do so by telegram or registered letter at the above addresses.

## Article XXIX

### SABBATICAL LEAVES

Upon recommendation of the Superintendent of Schools, sabbatical leave may be granted to any certificated teacher of the staff by the Board of Education, subject to the following conditions:

- A. The leave is used for study in a recognized college to greater enhance the educational resources of the school district granting such a leave.
  1. Criteria  
Present verification of intent to attain:
    - a. No less than twelve (12) credit hours of graduate study at a recognized college if intent is for graduate studies.
    - b. Present at least one interim progress report and a summary report upon completion which would enhance education resources of our district.
    - c. Upon completion present proof that original intent has been attained.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required. Such requests must be in the Superintendent's possession no later than December 31st of the fiscal year preceding the school year for which the sabbatical leave is requested.
- C. Notification of applicant selected should be given to applicant by April 15th of the fiscal year preceding the school year in which the sabbatical leave is requested.
- D. The applicant must have completed at least seven (7) consecutive full school years of service in the Lindenwold School District.
- E. The applicant agrees to remain in the Lindenwold School District at least three (3) years following the expiration of a sabbatical leave.
- F. Sabbatical leaves may be granted no less or no more than one (1) school year with sixty (60) percent pay and a full year of health benefits.



- G. A limit of one (1) sabbatical leave will be extended each year.
- H. No one teacher may receive a sabbatical leave more often than every ten (10) years.
- I. The teacher granted a sabbatical leave will be eligible for the following employment considerations upon return:
  - 1. The salary increments will be added as if he had been in the Board's active employment during such time of such leave.
  - 2. Accumulated sick leave held immediately prior to such leave shall be retained.
  - 3. Reinstatement date of employees to whom a sabbatical leave of absence has been granted shall be mutually determined at the time of the requested leave. Any teacher granted a sabbatical leave shall at his request be restored to the exact same teaching position providing extenuating circumstances do not exist which affect the welfare of more than two classes on the same grade level. If an exact same teaching assignment is not possible during the year of reinstatement, the said teacher will be guaranteed an option for his exact same teaching position the following school year.

#### Article XXX

#### INVOLUNTARY TRANSFERS & REASSIGNMENTS ..

Involuntary transfers and reassignments will be discussed by the teacher involved and the Superintendent before any decision is reached. One day after the decision is communicated to both parties, the teachers and Superintendent may put their positions in writing to be filed in the teacher's personnel folder and a copy given to the L.E.A. President.

#### Article XXXI

#### DEDUCTION FROM SALARY

##### A. Authorized Deductions

- 1. The Board agrees to deduct from the salaries of its teachers dues for the Local Association, the Camden County Education Association, the New Jersey Education Association and the National Education Association (or any one or any combination of such Associations) said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974 (N.J.S.A. 52:14-15,9e)

and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Local Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher Authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

TO: Disbursing Officer--Lindenwold Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability thereof.

I designate the Lindenwold Education Association to receive and distribute according to the organization(s) indicated:

Lindenwold Education Association \_\_\_\_\_

Camden County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be

received after August 1st under rules established by the State Department of Education.

4. The filing of a notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
5. The Board agrees to deduct from teachers' salaries money for local, state and/or national Association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate Association.

B. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of the amount solely because that is the maximum presently allowed by law. If the law is

changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the Board; or
2. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received his or her full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

4. Indemnification and Save Harmless Provision

A. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

Article XXXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997, subject to the Association's right to negotiate a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Lindenwold Education Association

Lindenwold Board of Education

BY: Nohad Lamt  
(Its President)

BY: Ed. Guy  
(Its President)

BY: Josea Fattus  
(Its Secretary)

BY: Joseph Paderna  
(Its Secretary)

Date 9/5/95

Date 9/6/95

MEMORANDUM OF AGREEMENT

STATEMENT OF MUTUAL CONCERN

Both parties agree to the following concepts:

- VII (A-3): All eligible teachers and aides shall be included in an equal rotation of duties.
- (C-1): In case of emergency the administration may call one (1) additional meeting per month with consent of L.E.A.
- XXIII Extra-curricular Coordinators shall be provided with materials to perform their duties.
- XXV Specialists will be consulted before their schedules are implemented.
- VI B Two (2) teacher days shall be scheduled at the beginning of the school year for the purpose of staff development and classroom preparation.

Lindenwold Education Association:

President Robert Lamb Date 9/5/95

Secretary Joan Fattus Date 9/5/95

Lindenwold Board of Education:

President Ed Kemp Date 9/6/95

Secretary Frank Adams Date 9/6/95

